

STATE OF IOWA
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:)	
MUSCATINE COMMUNITY SCHOOL DISTRICT,)	
Public Employer/Petitioner,)	
and)	CASE NO. 100835
AFSCME/IOWA COUNCIL 61)	
and AFSCME/LOCAL 1560,)	
Certified Employee Organizations.)	

RULING ON NEGOTIABILITY DISPUTE

On June 2, 2017, the Muscatine Community School District filed a petition with the Public Employment Relations Board (PERB or Board) pursuant to PERB rule 621–6.3(20) seeking the Board's ruling on the Iowa Code section 20.9 negotiability status of proposals made by the certified employee organizations for one collective bargaining agreement that covers four represented non-public-safety units of District employees.

AFSCME/Iowa Council 61 represents three units, which are the so-called “school bus drivers” unit, the “secretarial, clerical, aide and para-educators” unit and the “food and nutrition workers” unit. AFSCME/Local 1560 represents the fourth unit, the “custodial, maintenance, mechanics” unit. The parties’ dispute was presented in the form of provisions of their 2016-17 collective agreement, which contains some provisions applicable to all of the four bargaining units and some which are unique to a single unit.

Because AFSCME/Local 1560 was the only listed certified employee organization, the Board added AFSCME/Iowa Council 61 as a party on June 12, 2017. Oral arguments on the questions posed by the petition were telephonically presented to the Board on June 20, 2017. AFSCME/Iowa Council 61 and AFSCME/Local 1560 (hereinafter collectively referred to as “AFSCME”) were jointly represented by Ty Cutkomp. Brett Nitzschke represented the District. AFSCME also filed a brief that same day.

The Board issued a preliminary ruling on the negotiability dispute on August 30, 2017, ruling on whether each or parts thereof the 44 proposals were a mandatory, permissive or excluded subject of bargaining. On September 19, 2017, AFSCME filed a timely request pursuant to PERB subrule 621–6.3(4) for a final ruling on Proposals 13, 17, 18, 19, and 30. Subsequently on September 28, 2017, AFSCME/Iowa Council 61 filed a “Supplement to Request for a Formal Ruling,” withdrawing its request with respect to Proposal 18 and narrowing its request to only portions of Proposals 13, 17, 19, and 30 deemed mandatorily negotiable.

I. Proposals.

The entirety of Proposals 13, 17, 19, and 30 and our preliminary ruling on each are contained in the attached Appendix. The portions of the proposals deemed mandatory are highlighted and are as follow:

A. "PROPOSAL 13: PART II"

Section 1. Pay Dates and Computations

Employees shall be paid twice a month on the 1st and 15th, or the last working day prior to those dates providing the paycheck is not presented for payment prior to the 1st or 15th.

.....

Nine (9) month employees will have their payroll checks delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative office. Nine (9) month employees desiring to receive their checks during June, July and August by mail will have their envelope deposited in the US Mail the night prior to the scheduled pay date or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their check delivered to the employee's building. ...

Employees may elect to have their paychecks submitted by electronic fund transfer to a single bank account at a single bank of their choice. This practice shall be without charge to the employee so long as the cost per transaction does not exceed the cost of a first class postage stamp.

B. "PROPOSAL 17: BIDDING"

Section 1. Driver Bidding Process

.....

Midday route drivers will be paid for actual route times with a minimum route time of thirty (30) minutes. ...

... Summer route drivers will be paid for actual route times. ...

Section 2. Maintenance Time/ Duties

A.

.....

Employees will be credited with 20 minutes per day to perform the above duties, and this time, which shall be paid at the maintenance rate of pay, ...

C. "PROPOSAL 19: ARTICLE XIV – WAGES AND FRINGE BENEFITS"

Section 1. Wage Scale

Regular and substitute employees shall be paid in accordance with the wage scale shown below ...

Substitute drivers accepting and being assigned a regular schedule route will start at the driver daily rate of a newly hired driver.

Rates of Pay 2015-17

Activity Trips

With Adult Supervision	\$11.50
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Without Adult Supervision

Regular hourly rate

Maintenance/Mandated Training

\$8.70

Summer School Routes

Regular Hourly Rate

Midday Routes

Regular Hourly Rate

AM & PM Combination Routes:

Regular hourly rate

Years		
Substitute		<u>\$18.37</u>
1		<u>\$19.48</u>
2		\$19.64
3		\$19.80
4		\$19.97
5		\$20.13
6		\$20.30
7		\$20.47
8		\$20.64
9		\$20.82
10		\$20.99
11		\$21.17
12		\$21.35
13		\$21.53
14		\$21.71
15		\$21.89

Regular Daily Rate

2015-16 \$70.00

2016-17 \$75.00

.....
Section 3. Compensation for Extra Services

.....
B. Bus Inspection

Drivers will be reimbursed for bus inspections at the extra maintenance rate of pay commencing at the scheduled starting time, with a minimum of one hour.

.....
D. Training

... Employees will be compensated at normal maintenance hourly wage rates while attending required training courses. ...

D. "PROPOSAL 30: ARTICLE XIV - WAGES AND FRINGE BENEFITS"

Section 1. Wages

All personnel shall be paid the wage of their designated classification as listed below:

SCAP Certified Rates 2016-2017					
					0.40
					BLDG AIDE
		Secretary	CLERK/ H.I.	SPED/ MEDIA	
Year	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	15.83	15.36	14.93	14.76	14.62
2	15.92	15.46	15.03	14.85	14.71
3	16.01	15.56	15.13	14.94	14.80
4	16.10	15.66	15.23	15.03	14.89
5	16.19	15.76	15.33	15.12	14.98
6	16.28	15.86	15.43	15.21	15.07
7	16.37	15.96	15.53	15.30	15.16
8	16.46	16.06	15.63	15.39	15.25
9	16.55	16.16	15.73	15.48	15.34
10	16.64	16.26	15.83	15.57	15.43
11	16.73	16.36	15.93	15.66	15.52
12	16.82	16.46	16.03	15.75	15.61
13	16.91	16.56	16.13	15.84	15.70
14	17.00	16.66	16.23	15.93	15.79
15	17.09	16.76	16.33	16.02	15.88

....

Section 3. 12 Month Pay

Employees working less than a 12 month basis and who have completed their second school year of employment may elect to receive their wages paid on a 12 month basis. Persons utilizing the 12-month pay system will have their twenty- four pays adjusted each August 15th, December 15th [SIC] and June 15th. The district reserves the right to limit this plan to employees who have stable hours and complete all paperwork on a timely basis. (example: An employee who starts employment 3-1-05 can start twelve (12) month pay beginning on 7-1-06.)

....

II. Scope-of-Bargaining Principles.

When determining whether a proposal is a mandatory subject of

bargaining, PERB uses the two-pronged approach explained in *Waterloo Educ. Ass'n v. PERB*, 740 N.W.2d 418 (Iowa 2007) (*Waterloo II*). First, the Board engages in a definitional exercise to determine whether the proposal fits within the scope of a specific [mandatorily negotiable] subject listed in Iowa Code section 20.9.¹ *Id.* at 429. If this test is met, the next inquiry is whether the proposal is preempted or inconsistent with any provision of law. *Waterloo II*, 740 N.W.2d at 429. Ordinarily, this two-step process resolves the question of negotiability. *Id.*

PERB looks only at the subject matter of a proposal and not its merits. *Charles City Cmty. Sch. Dist. v. PERB*, 275 N.W.2d 766, 769 (Iowa 1979). It is not for PERB to rewrite the proposals at issue. Consequently, the Board takes caution to read proposals literally. *Clinton Police Dep't Bargaining Unit v. PERB*, 397 N.W.2d 764, 766 (Iowa 1986). PERB must decide whether a proposal, on its face, fits within the definition of a section 20.9 mandatory bargaining subject. *Waterloo II*, 740 N.W.2d at 429. In order to make that determination, PERB cannot merely search for a topical word listed in section 20.9. *State v. PERB*, 508 N.W.2d 668, 675 (Iowa 1993). Rather, PERB must look to what the proposal, if incorporated through arbitration into the collective bargaining agreement, would bind an employer to do. *See State*, 508 N.W.2d at 673; *Charles City Cmty. Sch. Dist.*, 275 N.W.2d at 774. The answer to this

¹ All references are to Iowa Code (2017) as amended by 2017 Iowa Acts, House File 291 that was in effect at the time of this filing and before the publication of Iowa Code Supp. (2017).

inquiry reveals the subject, scope, or predominant characteristic or purpose of the proposal. See *Waterloo II*, 740 N.W.2d at 427; *State*, 508 N.W.2d at 673. If the proposal's predominant characteristic, subject or scope is not within a mandatorily negotiable section 20.9 category, and the proposal is not excluded from the scope of bargaining, it is a permissive subject upon which the parties may agree to negotiate.

III. 2017 Iowa Acts, House File 291.

2017 Iowa Acts, House File 291 became effective February 17, 2017, and included amendments to Iowa Code chapter 20 which distinguished bargaining rights for so-called "public-safety" bargaining units versus "non-public-safety" units. Resolution of the parties' negotiability dispute turns primarily on the interpretation and application of two H.F. 291 amendments to chapter 20.

The first amendment dramatically reduced the subjects of bargaining a party could insist be negotiated for a non-public-safety bargaining unit by eliminating the former laundry list of 18 mandatory subjects and replacing it with the single mandatory subject of "base wages." Second, H.F. 291 legislatively overruled the Iowa Supreme Court's holding in *Waterloo II* that mandatory subjects of bargaining be given their common and ordinary meaning by specifically providing that they be interpreted narrowly and restrictively.

IV. Discussion.

Much of what we expressed in *Columbus Cmty. Sch. Dist. and*

Columbus Educ. Ass'n, 17 PERB 100820 (*Columbus*), and *Oskaloosa Cmty. Sch. Dist. and Oskaloosa Educ. Ass'n*, 17 PERB 100823 (*Oskaloosa*) are equally applicable to this negotiability dispute. In *Columbus* we defined the new mandatory bargaining subject of “base wages” as “the minimum (bottom) pay for a job classification, category or title, exclusive of additional pay such as bonuses, premium pay, merit pay, performance pay or longevity pay.” 17 PERB 100820 at 5. We also determined that while an employer of a non-public-safety bargaining unit is under no obligation to bargain over whether a given job classification, category or title will exist or not, because “job classifications” is merely a permissive subject of bargaining for such units, once the employer creates or maintains a classification in which bargaining unit members may be or are employed, the employer has a duty to bargain the base wage for that classification. *Id.* at 9-10.

A. “PROPOSAL 13: PART II”

The portion of the proposal under, “ARTICLE XIV - WAGES,” “Section 1,” would require the District to pay employees twice a month, either by check with delivery method chosen by the employee to the administration office, by mail, or to the employee’s building as elected or by direct deposit to the employee’s bank account. We had determined this provision to be a mandatory subject of bargaining as “base wages.”

Bargaining as to the subject of “wages” encompasses all of the fundamental aspects of wage payment, such as the time and place

thereof. *Waterloo Cmty. Sch. Dist. v. PERB*, 650 N.W.2d 627, 634-35 (Iowa 2002). The same reasoning applies equally to the payment of “base wages.” *Greene Cnty. Cmty. Sch. Dist. and Construction and Pub. Emps. LiUNA Local 177*, 17 PERB 100828 at 11 (*Greene Cnty.*); *United Elec., Radio & Mach. Workers of Am. and State of IA and Bd. of Regents*, 17 PERB 100825 at 9-10. Therefore, a proposal specifying the manner in which an employee receives “bases wages” is also a mandatory subject of bargaining.

B. “PROPOSAL 17: BIDDING”

We determined certain provisions of Proposal 17 to be mandatorily negotiable as “base wages.” The provisions require the employer to compensate midday route and summer school route bus drivers for actual route time and compensate employees with daily maintenance pay for the maintenance of their buses.

As stated, our definition of “base wages” is the “minimum (bottom) pay for a job classification, category or title, exclusive of additional pay such as bonuses, premium pay, merit pay, performance pay or longevity pay.” *Columbus*, 17 PERB 100820 at 5. Applying this definition to a negotiability dispute presented requires us to determine whether the proposed compensation is for services performed by a distinct position/category/job classification. *Greene Cnty.*, 17 PERB 100828 at 4.

In making this determination in *Columbus*, we examined whether

extracurricular school district roles filled by bargaining unit employees constitute distinct positions or job classifications. 17 PERB 100820 at 8-9. We determined that regular, ongoing extracurricular roles filled by specific bargaining unit employees, such as those of coaches or activity sponsors or coordinators, were distinct positions/job classifications and the proposal that they be compensated in a specified amount was thus a mandatorily negotiable “base wages” proposal. *Id.* at 9. We reached a different conclusion with respect to bargaining unit employees electing to staff extracurricular events on an occasional basis, such as ticket-takers, concession-stand workers and the like. *Id.* at 10. The functions were not those of a distinct position/job classification and therefore, the proposed compensation was not mandatorily negotiable as “base wages,” but instead, permissive as part of “wages.” *Id.* at 12.

We applied this same reasoning in *Greene Cnty.* to a proposal requiring the public employer, a school district, to compensate bus drivers for various routes, shuttles, and events. 17 PERB 100828. We found that driving in-town shuttles, shuttles outside the city limits, sports shuttles, activity driving, etc. on an occasional basis was voluntary for bargaining unit employees and the services provided were not distinct jobs/positions/job classifications. *Id.* at 6. As a result, the associated compensation for these services was a permissive subject of bargaining as “wages.” *Id.* at 6-7. We reached a different conclusion for portions of the proposal setting forth compensation for three specified

shuttles where the assigned employee shuttles students to a set interim point as a required, regular function of the employee's job, rather than an occasional and optional one such as a sport shuttle. *Id.* at 7. Thus, we concluded the employees performing these roles were employed in a distinct job classification and the related proposed compensation was mandatorily negotiable as "base wages." *Id.* at 7-8.

The same reasoning applies here for the different bus routes set out in the proposal (*i.e.*, AM & PM combination route, midday route, and summer school route) to distinguish driving duties that are a regular function of the employee's job from those other duties that are occasional and voluntary. As in *Greene Cnty.*, those bus driver route duties that are regular, required functions constitute distinct positions/job classifications. While it is clear from the proposal that the AM & PM combination route is a distinct job classification, the proposal itself does not provide enough information on the midday and summer school routes to make a determination whether they are distinct job classifications or, whether these are merely occasional tasks which bargaining unit employees may elect to perform for compensation in addition to their base wage for the job classification they occupy. During oral arguments, the parties were able to provide background facts on the nature of these roles to sufficiently allow us to resolve the negotiability issues presented.

The midday and summer school routes are not assigned driving

duties in addition to the regular AM & PM combination route driving for bus drivers. They are “stand alone” jobs, which must be bid on every year. The midday route and the summer school route are required, regular and ongoing duties performed by bargaining unit employees. These designated routes are distinct positions/job classifications. Thus, the portions of the proposal that require their compensation for actual route time is mandatorily negotiable as “base wages.”

The final portion of the proposal deemed mandatorily negotiable requires the employer to compensate bargaining unit employees at bus maintenance pay for twenty minutes per day for the performance of these duties. As discussed during oral arguments and reflected in other language of “Section 2,” paragraph “A,” the maintenance duty is required of every bus driver and considered a part of every driver’s duties. These duties are different than the “extra maintenance” duties set out in paragraph “B,” which are described as “non-routine.” See App. at 3. Rather, the maintenance duties set out in paragraph “A” are regular and routine. The maintenance pay required by paragraph “A” for the performance of them is part of the minimum compensation for every bus driver. Therefore, the portion of the proposal requiring twenty minutes of maintenance pay is mandatorily negotiable as “base wages.”

**C. “PROPOSAL 19:
ARTICLE XIV-WAGES AND FRINGE BENEFITS”**

Proposal 19 sets forth Article XIV on wages and fringes benefits for bus drivers. Included in the proposal is a wage scale, “Regular hourly

rates,” with hourly rates listed, starting at Year 1 with “step” increases for each additional year of service (“longevity”). Other portions of the proposal include related contract language for various forms of compensation. We determined certain portions of the proposal regarding regular and substitute wage rates, the maintenance/mandated training hourly rate, regular hourly rates for summer school and midday routes, regular daily rates, the bus inspection pay and training pay are mandatorily negotiable subjects of bargaining as “base wages.”

First, we address the wage scale chart, which specifies the “Regular hourly rate” for bus drivers of summer school routes, midday routes, and the AM & PM combination routes. As we determined, each route represents a distinct position/job classification. The wage scale specifies an hourly rate for year 1 and lists increased hourly rates for each successive year (*i.e.*, years 2-15). The wage scale chart also specifies one hourly rate for substitute bus drivers.

Our definition of “base wages” we adopted in *Columbus* controls our ruling on the negotiability of the wage scale that contains successive “step” or “longevity” increases which would be required should the proposal before us become part of the parties’ collective agreement. We applied that definition of “base wages” to a salary matrix schedule with similar successive “step” increases for a non-public-safety unit in *Oskaloosa*. 17 PERB 100823. We distinguished the base step (*i.e.*, “Step 1”) compensation from the “longevity” or additional step increases. *Id.* at

6-7. For each distinct job classification represented on the salary matrix by horizontal lanes, we held that the base step (*i.e.*, “Step 1”) for each was mandatorily negotiable as “base wages” while the longevity or step increases were permissive subjects of bargaining as “wages.” *Id.* at 6-7.

Following the same analysis for Proposal 19 here, the wage scale’s base step (*i.e.*, “Year 1”) hourly rate of \$19.48 establishes a base wage for bus drivers of summer school routes, midday routes, and an AM & PM combination route. This hourly rate is the minimum (bottom) pay for the distinct job classifications exclusive of additional pay such as bonuses, premium pay, merit pay, performance pay, or longevity pay. Thus, it is a mandatory subject of bargaining as “base wages” for this non-public-safety unit. The additional “step” increases for years of service or longevity (*i.e.*, Year 2, 3, 4, etc.) are part of “wages” and permissive subjects of bargaining. The related contract language that the summer school route drivers and midday route drivers are compensated at the “Regular Hourly Rate” is a mandatory subject of bargaining in the event the District elects to maintain those job classifications.

The wage scale lists only one hourly rate of \$18.37 for substitute bus drivers and does not list additional “step” increases. Because we conclude the substitute bus driver is a distinct position/job classification from the other bus driver classifications, the hourly rate specified on the wage scale establishes a base wage for the substitute bus drivers. Therefore, the hourly rate specified is mandatorily negotiable as “base

wages.”

Beneath the wage scale, there is a listed “Regular Daily Rate” that specifies \$70.00 for 2015-16 and \$75.00 for 2016-17. The parties explained that in 2015, they had switched from the “Regular hourly rate” to the “Regular Daily Rate” for the AM & PM combination route bus drivers. The regular daily rate establishes the minimum (bottom) base wage for the AM & PM combination route drivers and is mandatorily negotiable as “base wages.”

The relevant contract language in “Section 1” is part and parcel of the wage scale, which specifies base wage rates according to classification and years of service. The contractual provision requires the employer to pay regular route drivers and substitute drivers “base wages” according to the scale. The predominant characteristic of both the Section 1 language and the hourly rates highlighted on the wage scale is the establishment of “base wages” for each of the distinct job classifications. The District has a mandatory duty to negotiate these “base wages.” *See Greene Cnty.* at 8.

For the same reasons we had concluded that maintenance pay in Proposal 17 was a mandatory subject of bargaining, the reference to “Maintenance/Mandated Training” in Section 1 is mandatorily negotiable. Maintenance duties are regular, routine duties required of every bus driver. The same can be said for training, mandated or required, as well as bus inspections based on the information provided

by the parties. Accordingly, the portions of the proposal setting forth the hourly compensation of \$8.70 for both maintenance duties and mandatory training are part of the minimum compensation for every bus driver and are mandatorily negotiable as “base wages.” The contract language requiring the employer to compensate the bus drivers for required “Training” and “Bus Inspection” is also mandatorily negotiable as “base wages.”

D. “PROPOSAL 30: WAGES AND FRINGE BENEFITS”

With respect to the salary matrix in this proposal, we determined the year one hourly rate specified for each pay grade was mandatorily negotiable as well as the related contract language in Section 1 and the proposal contained in Section 3, which requires the employer’s payment of wages in a 12-month period if elected by an employee.

The salary matrix presented is akin to the one presented in *Oskaloosa* where there are multiple horizontal lanes. In *Oskaloosa*, each individual employee’s wage was based on a combination of education level (represented by horizontal lanes) and years of service or longevity (represented by vertical “step” increases within each lane). 17 PERB 100823 at 5-6. We viewed the horizontal educational attainment lanes as job classifications because they reflected the arrangement of jobs into categories. *Id.* at 7. We concluded that the base step, “Step 1,” was mandatorily negotiable as “base wages” and the longevity steps were permissive subjects of bargaining as “wages.” *Id.* at 6-7.

Our negotiability analysis of the structural elements of the *Oskaloosa* salary schedule is equally applicable to the salary matrix presented in Proposal 30. Here, the matrix has a horizontal lane for each of five pay grades in which seven job classifications are employed: administrative services personnel, secretaries, clerks, hearing interpreters, special education aides, media aides, and building aides. See App. at 9-10. Each lane has vertical step increases for employees' longevity (*i.e.*, Year 1, 2, 3, etc.). Each employee's wage, within a stated range, is determined on the basis of a combination of pay grade (represented by each lane) and the employee's years of service (longevity) (represented by additional "step" increases).

The salary matrix presented in this proposal is somewhat different than the one presented in *Oskaloosa* where each lane represented a job classification. In this proposal, the lanes represent pay grades and two of the lanes establish the wage scale for more than one job classification. The seven job classifications of employees covered by this salary matrix are merely permissive subjects of bargaining over which the employer has no duty to bargain while the base wage (*i.e.*, the minimum wage or salary, exclusive of additional pay) for each classification created or maintained by the employer is a matter of mandatory bargaining.

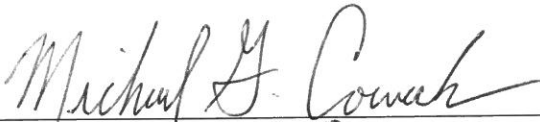
In this case, we conclude that the compensation reflected in the Year 1 cell for the "Grade 1" lane and the Year 1 cells for each of the additional lanes (*i.e.*, Grades 2, 3, 4, and 5) are mandatorily negotiable as

“base wages” if the employer establishes or maintains job classifications in those pay grades. For the same reason, the related contract language contained in Section 1 is also mandatorily negotiable as “base wages. We also note that similar to our negotiability ruling on the salary matrix in *Oskaloosa*, the additional steps for longevity (Year 2, Year 3, Year 4, etc.) in this salary matrix are permissive subjects of bargaining as “wages.”

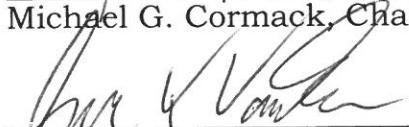
The last portion of this proposal deemed mandatory allows an employee to be paid on a 12-month basis. As we indicated with respect to Proposal 13, bargaining as to the subject of “base wages” encompasses all of the fundamental aspects of wage payment, such as the time and place thereof. Thus, a proposal specifying the time of payment for “base wages,” such as a 12-month basis, is a mandatory subject of bargaining.

DATED at Des Moines, Iowa, this 5th day of April, 2018.

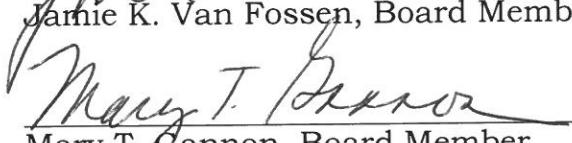
PUBLIC EMPLOYMENT RELATIONS BOARD



Michael G. Cormack, Chair



Jamie K. Van Fossen, Board Member



Mary T. Cannon, Board Member

“Appendix”
Proposals subject to final ruling

PROPOSAL 13:

PART II

This part contains sections that are uniform throughout AFSCME but the entire Article is not uniform. You will find the sections that are uniform follow immediately while the unique sections remain in Part III unique language by unit.

ARTICLE XIV – WAGES

Section 1. Pay Dates and Computations

Employees shall be paid twice a month on the 1st and 15th, or the last working day prior to those dates providing the paycheck is not presented for payment prior to the 1st or 15th.

All overtime, deductions, etc., are included with the days worked as follows:

1st of month to 15th of month -- paid on the 1st of the following month
16th of month to 31st of month -- paid on the 15th of the following month[.]

Nine (9) month employees will have their payroll checks delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative office. Nine (9) month employees desiring to receive their checks during June, July and August by mail will have their envelope deposited in the US Mail the night prior to the scheduled pay date or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their check delivered to the employee's building. The business office cannot be responsible for any delays in the delivery by mail if the employee's check is not received the following day.

Employees may elect to have their paychecks submitted by electronic fund transfer to a single bank account at a single bank of their choice. This practice shall be without charge to the employee so long as the cost per transaction does not exceed the cost of a first class postage stamp. Those who choose electronic fund transfer and nine (9) month employees will have their pay stubs delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their pay stubs delivered to the employees' building. Nine (9) month employees will receive their pay stubs by mail during June, July and August unless they choose to receive them at the Administrative Office. The business office cannot be responsible for any delays in the delivery by mail if the employee's pay stub is not received the following day.

Employees receiving electronic fund transfers may opt out of receiving their pay stub in hard copy format, and instead receive access to the information via the employee's online portal page.

RULING: This proposal is a permissive subject of bargaining except for the highlighted portions, which are mandatory.

PROPOSAL 17:

ARTICLE XII-BIDDING

Section 1. Driver Bidding Process

Prior to September 1, there will be a one-time AM/ PM bidding for any known vacant routes for the school year. Prior to October 1, there will be a one-time midday route bidding for the school year.

The bidding meeting date(s) will be posted and an effort to ensure all drivers are aware of the posting should be made by the supervisor(s) and all drivers. The route(s) and route sheet(s) will be posted with the bidding date posting.

The Supervisor(s) of Transportation or designee will conduct the bidding meeting. The most senior driver will choose a route. Then the next senior driver will select a route and the process will continue in the same manner until all routes have been open for selection.

Vacancies open due to the bidding process will be posted and selected by seniority in the manner described above.

Drivers not able to attend the meeting may bid by proxy by providing a route or routes they would like to bid to the Bus Unit Chapter Chairperson and the Supervisor(s) of Transportation. Failure to give the same document to the Chapter Chairperson and a Transportation Supervisor will be cause to disregard the proxy bid.

Additional AM/ PM routes that become available during the school year shall be posted within five (5) work days. The posting shall remain open for three (3) work days. The most senior qualified driver who posts into the route shall receive the route. The driver awarded the route shall commence driving the route on the first work day of the following week.

A driver may only post into an AM/ PM combination route once every twelve (12) months with two exceptions:

- a. Routes vacated by retirements becoming effective during the summer.

- b. Upon mutual agreement between the District and the Union.

Midday route drivers will be paid for actual route times with a minimum route time of thirty (30) minutes. With the exception of AM /PM routes, route vacancies open during the school year will be assigned or filled by substitutes or new hires.

All known summer routes shall be bid before the end of each school year pursuant to the bid process. Summer route drivers will be paid for actual route times. Following the summer route bid, any subsequent summer routes will be assigned by seniority to remaining interested drivers.

Section 2. Maintenance Time/ Duties

- A. Each driver will be responsible for maintaining the cleanliness of her/his bus and for daily bus maintenance. Daily maintenance time consists of routine duties including sweeping, refueling, warm-up, checking fluids, emptying trash, routine washing, light checks, lens cleaning, window cleaning, wiper blade checks, tire checks, horn checks, and all other items on the current pre-trip inspection sheet.

Employees will be credited with 20 minutes per day to perform the above duties, and this time, which shall be paid at the maintenance rate of pay, shall count for determining eligibility for life, health, and long term disability insurance.

- B. Extra maintenance time consists of non-routine matters such as required conference time, required meetings, authorized route map preparation, contacting parents, extra routine washing, authorized route sheet updating, and any other non-regular job requirements.

Extra maintenance time duties shall be paid at the maintenance rate of pay based upon actual hours worked and shall not count for determining eligibility for life, health, and long term disability insurance.

Section 3. 20 Day Trial Process

When the employer believes that the most senior applicant does not meet the minimum qualifications for the open route, the person, the immediate supervisor and the chapter chairperson shall be notified in writing via email or school mail, by the Director of Human Resources (or his/ her designee), of the opportunity to decline transfer or accept a trial period in the position. The employee who meets minimum qualifications does not have the option of requesting a trial period. The trial period shall be for not more than 20 driving days. The trial period commences the first day the employee is in the position, unless the district provides written notice to the bargaining unit chairperson of the need for it to

start on a different day. The trial period, if elected, shall consist of the following:

Day One (1): Employee, union representative (unless employee does not desire union representation), and the Transportation Supervisor shall go over minimum job qualifications for the position and a set of specific expectations. The employee shall receive a formal observation in the new assignment at least once within the first half of the trial period, and at least once during the second half of the trial period.

Mid-point: Employee, union representative (unless employee does not desire union representation), and the Transportation Supervisor shall meet for approximately fifteen (is) [sic] minutes. This group shall discuss progress with the employee and provide a written summary of suggestions for improvement. Employee and the Transportation Supervisor shall sign the summary and both retain a copy. Employee signing does not imply agreement, but that the summary was discussed by the parties.

Last Day: The Transportation Supervisor shall meet with the employee and union representative (unless employee does not desire union representation), for the final trial period review and will deem whether the employee meets minimum qualifications for [the] position. In the event Employer deems the employee was unable to meet minimum qualifications, the Transportation Supervisor shall establish in writing the minimum qualifications not met and rationalization for such accusations. If the employee wishes to challenge this decision he/ she may do so by filing a written notice to the Director of Human Resources within 24 hours of the Transportation Supervisor's decision. All parties are bound by the final decision of the Human Resources Director.

At any time during the trial period, the Human Resources Director in consultation with the Transportation Supervisor can deem the employee qualified or the employee can request to return to previous position. At any time during the trial period the driver may elect to return to his/ her original route.

Section 4. Route Sheets

The District shall require each driver to submit a route sheet on or about the 15th of each month. If the 15th is a non-workday, then the next work day after the 15th. The route sheet shall include all stops, times, and student names.

RULING: Section 1 of this proposal is an excluded subject of bargaining except for the highlighted portions, which are mandatory, and the

underlined portions, which are permissive. Section 2 of this proposal is a permissive subject of bargaining except for the highlighted portion, which is mandatory, and the underlined portions, which are excluded. Section 3 of this proposal is an excluded subject of bargaining. Section 4 of this proposal is a permissive subject of bargaining.

PROPOSAL 19:

ARTICLE XIV – WAGES AND FRINGE BENEFITS

Section 1. Wage Scale

Regular and substitute employees shall be paid in accordance with the wage scale shown below based on the years of service. Sub drivers who work 20 or more days per year will get the hourly rate of pay for year 1 for any time after the beginning of the [20th] day. The higher rate remains valid for any continuous year(s) of service.

Substitute drivers accepting and being assigned a regular schedule route will start at the driver daily rate of a newly hired driver.

Rates of Pay 2015-17

Activity Trips

With Adult Supervision	\$11.50
Without Adult Supervision	<u>Regular hourly rate</u>

Maintenance/Mandated Training \$8.70

Summer School Routes Regular Hourly Rate

Midday Routes Regular Hourly Rate

AM & PM Combination Routes:

Regular hourly rate

Years		
Substitute		\$18.37

1		\$19.48
2		\$19.64
3		\$19.80
4		\$19.97
5		\$20.13
6		\$20.30
7		\$20.47
8		\$20.64
9		\$20.82
10		\$20.99
11		\$21.17
12		\$21.35
13		\$21.53
14		\$21.71
15		\$21.89

Regular Daily Rate

2015-16 \$70.00

2016-17 \$75.00

For the 2015-16 fiscal year, the District will hold harmless all drivers whose daily rate was above \$70.00 per day. Those drivers will remain at their 2014-15 fiscal year rate for the 2015-16 year.

Section 2. Longevity

Additional compensation will be paid to an employee based on years of employment with the Muscatine Community School District (and former county/area school employment if those areas have been consolidated into the Muscatine District). These longevity rates only apply to time driving midday routes and summer routes and do not apply to time driving AM/ PM routes.

Years 10 -12	\$.10 per hour
Years 13 - 16	\$.15 per hour
Years 17 - 19	\$.20 per hour
Years 20 - 24	\$.25 per hour
Years 25 - 29	\$.30 per hour
Years 30 +	\$.35 per hour

Section 3. Compensation for Extra Services

- A. Meal Allowance
Drivers may submit expenses for meals when appropriate not to exceed the district per diem. The driver will submit receipts for all reimbursements.
- B. Bus Inspection
Drivers will be reimbursed for bus inspections at the extra maintenance rate of pay commencing at the scheduled starting time, with a minimum of one hour.
- C. Maintenance
Employees shall notify the District if they choose not to perform non-routine washing and non-routine waxing. These tasks shall be available to be bid, subject to Article XIII, Section 5, on a per vehicle annual basis. Such bids shall be on the basis of seniority of bargaining unit employees. Rate of pay shall be at the extra maintenance rate of pay.
- D. Training
All new and current drivers must be able to meet and maintain qualifications and meet new qualifications, if necessary, by attending periodic District retraining requirements paid for by the District. Employees will be compensated at normal maintenance hourly wage rates while attending required training courses. Employees will be notified in writing of any required training courses or meetings. The District shall continue to pay for and pay employees for attending required training; however, the District is not responsible for paying employees for training related to initial obtainment of a commercial driver's license. The District shall provide training for District drivers on bus driving skills, student discipline, administrative procedures, and other training deemed necessary by the District. Drivers shall be paid at the activity trip rate of pay for time spent in training and driving [SIC] if they are required to qualify for another route.
- The driver is responsible for maintaining their [SIC] state permit. The District will schedule three (3) hours of state permit training each year. If the driver requires more, or misses the District scheduled permit training, it is the driver's responsibility to inquire about other state permit training courses. The District will post a copy of all correspondence received from the state concerning required courses or training.
- E. License Fee
The District will reimburse employees for a chauffeur's license and/or

a commercial driver's license at \$10.00 per year. The district shall pay the cost of the letter "S" endorsement by dividing the full cost of the endorsement by the life of the license.

F. Overnight stays

When an assigned trip requires an overnight stay, the assigned driver shall be reimbursed for the approved motel/ hotel costs.

The driver who takes such an overnight trip shall be in pay status until released from duty by the group advisor and they shall return to pay status when requested to perform duties by the group advisor.

If an overnight trip interferes with a regular driver's regular driving responsibilities, the driver shall be compensated as if they had driven their regular driving responsibilities in addition to any compensation received while on duty.

G. Drug Testing

Drivers who are required to take a drug or alcohol test shall be paid a flat rate of one hour of maintenance pay per test.

H. Stop Arm Violations

Drivers shall be paid at the maintenance rate of pay for time spent in court attendance and testifying in court related to stop arm violations.

Section 4 . Vision. Hearing and Medical Exams

The District will pay for vision and hearing exams it requires of the employees, or as required by law as a condition of employment, administered by a professional of its choice. The District will pay for physical exams it prescribes administered by a physician of its choice. The employee may secure the required physical exam from a physician of their choice and the District shall reimburse the employee not to exceed \$90 in FY-08 and thereafter.

Section 5. Leave Usage While Driving Summer Routes

Drivers who drive a regular summer route shall be allowed to use any personal or sick leave available to them during the regular school year while driving their summer route.

RULING: The highlighted portions of section 1 of this proposal are mandatory subjects of bargaining. The reference to "Maintenance/ Mandated Training" and the specific dollar figure specified in connection with that reference are mandatory to the extent they are to be applied by virtue of other portions of proposals we have ruled to be mandatory subjects of bargaining. The proposal that

Summer School Route drivers and Midday Route drivers be paid at the "Regular Hourly Rate" is mandatory in the event the District elects to maintain those job classifications and the figure "\$19.48" in the schedule is mandatory because it is part of the proposed base wage for a Summer School or Midday Route driver. The figure "\$18.37" in the schedule is mandatory because it is part of the proposed base wage for a substitute driver. The "Regular Daily Rate" is mandatory because it is part of the proposed base wage for AM & PM Combination Route drivers. The remainder of section 1 is a permissive subject of bargaining. Section 2 of this proposal is a permissive subject of bargaining. Sections 3(A), 3(C) and 3(H) of this proposal are permissive subjects of bargaining. Section 3(B)(highlighted) is a mandatory subject of bargaining because it is part of the proposed base wage for all drivers. Section 3(D) is a permissive subject of bargaining except for the highlighted portion, which is mandatory. Section 3(E) is an excluded subject of bargaining. Section 3(F) is a permissive subject of bargaining except for the underlined portion, which is excluded. Section 3(G) is an excluded subject of bargaining. Section 4 of this proposal is an excluded subject of bargaining. Section 5 of this proposal is a permissive subject of bargaining.

PROPOSAL 30:

ARTICLE XIV - WAGES AND FRINGE BENEFITS

Section 1. Wages

All personnel shall be paid the wage of their designated classification as listed below:

<p style="text-align: center;">SCAP Certified Rates 2016-2017</p>					
					0.40
					BLDG
					AIDE
Year	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	15.83	15.36	14.93	14.76	14.62
2	15.92	15.46	15.03	14.85	14.71
3	16.01	15.56	15.13	14.94	14.80
4	16.10	15.66	15.23	15.03	14.89
5	16.19	15.76	15.33	15.12	14.98
6	16.28	15.86	15.43	15.21	15.07

7	16.37	15.96	15.53	15.30	15.16
8	16.46	16.06	15.63	15.39	15.25
9	16.55	16.16	15.73	15.48	15.34
10	16.64	16.26	15.83	15.57	15.43
11	16.73	16.36	15.93	15.66	15.52
12	16.82	16.46	16.03	15.75	15.61
13	16.91	16.56	16.13	15.84	15.70
14	17.00	16.66	16.23	15.93	15.79
15	17.09	16.76	16.33	16.02	15.88

Classifications

Pay Grades	Letters	Classification Titles
1	A	Administrative Services
2	B	Secretary
3	C	Clerk
3	D	Hearing Interpreter
4	E	Special Education Aide
4	F	Media Aide
5	G	Building Aide

Year 1 – date of hire to end of first fiscal year

Year 2 – start of second fiscal year to end of second fiscal year

Year 3 – start of the 3rd fiscal year to end of 3rd fiscal year etc.

Section 2. Longevity

Additional compensation will be paid to an employee based on years of employment with the Muscatine Community School District (and former county/area school employment if those areas have been consolidated into the Muscatine District.)

Years 12-13	15 ¢ per hour
Years 14-15	20 ¢ per hour
Years 16-17	25 ¢ per hour
Years 18-19	30 ¢ per hour
Years 20-21	35 ¢ per hour
Years 22-23	40 ¢ per hour
Years 24-25	45 ¢ per hour
Years 26-27	50 ¢ per hour
Years 28-29	55 ¢ per hour
Years 30+	60 ¢ per hour

Section 3. 12 Month Pay

Employees working less than a 12 month basis and who have completed their second school year of employment may elect to receive their wages paid on a 12 month basis. Persons utilizing the 12-month pay system will have their twenty- four pays adjusted each August 15th, December [15th] and June 15th. The district reserves the right to limit this plan to employees who have stable hours and complete all paperwork on a timely basis. (example: An employee who starts employment 3-1-05 can start twelve (12) month pay beginning on 7-1-06.)

Section 4. Building Aide Differential

Building aide classification employees who work in a position, which is scheduled for 6.0 hours or more per day for 120 days or more school days each fiscal year shall receive a \$.05 pay differential for all hours worked during each day.

Section 5. Paraeducator Generalist Certification

Please see Appendix E Sidebar of this agreement.

Section 6. Training and Professional Conferences

If the district adds a training requirement to a person already in a position, the employee will be in pay status and will be reimbursed for applicable expenses for attending the training.

Attendance at training to meet the minimum qualification(s) of a position when the applicant/ employee does not currently hold the position shall not require wage payment for the employee nor require any out of pocket expense for the employee but shall include meals and/or an expense stipend.

Section 7. Twelve Month Differential

Twelve month employees who work in a position, which is scheduled for 7.0 hours or more per day for 230 or more days each fiscal year, shall receive a \$.05 pay differential for all hours worked during each day.

RULING: The highlighted portion of section 1 of this proposal is mandatory, to the extent the District elects to maintain the job classifications represented by the vertical columns of the schedule, which are themselves permissive subjects of bargaining. Sections 2, 4, and 7 are permissive. Section 5 (Appendix E) is addressed as Proposal 40, below. Section 3 (highlighted) is a mandatory subject of bargaining. Section 6 is permissive except for the underlined portion, which is excluded.